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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Paper No. 16

Application Number: 09/083,681
Filing Date: May 22, 1998
Appellant(s): Wojick et al.

George N. Stevens, Reg. No. 36,938
For Appellant

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EXAMINER'S ANSWER

This is in response to appellant's brief on appeal filed August 23, 2001.

(1) *Real Party in Interest*

A statement identifying the real party in interest is contained in the brief.

(2) *Related Appeals and Interferences*

A statement identifying the related appeals and interferences which will directly affect or be directly affected by or have a bearing on the decision in the pending appeal is contained in the brief.

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(3) Status of Claims

The statement of the status of the claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Invention

The summary of invention contained in the brief is correct.

(6) Issues

The appellant's statement of the issues in the brief is correct.

(7) Grouping of Claims

The appellant's statement in the brief that certain claims stand or fall together is not agreed with because:

Based on appellant's arguments (creating/creation of electronic catalog using/based on blanket vendor agreement or order- appellant's page 6, last two lines-page 7, lines 2-3, page 11, lines 11-13, page 12, last words of last line continue page 13, lines 1-2) in respect of claims 9, 19, 20, 10-16 and 17-18, there is one group, claims 9-20, and hence claims 9-20 stand and fall together.

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(8) *Claims Appealed*

The copy of the appealed claims contained in the Appendix to the brief is correct.

(9) *Prior Art of Record*

The following is a listing of the prior art of record relied upon in the rejection of claims under appeal.

4,799,156	Shavit et al.	Jan. 17, 1989
5,434,394	Roach et al.	Jul. 18, 1995
4,734,858	Schlafly	Mar. 29, 1988

(10) *Grounds of Rejection*

The following ground(s) of rejection are applicable to the appealed claims:

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 9, 19 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Shavit et al (US Patent 4,799,156).

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Shavit et al disclose:

- Claim 9.** A method for creating an electronic catalog [Col 1, lines 62-64 recited with col 12, lines 58-59] and processing purchase order [Abstract, lines 1-5, col 25, lines 58-67], comprising the steps of:
- a) requesting a vendor quotation [Col 7, lines 56-57 read with col 1, lines 10-12];
 - b) creating blanket vendor order [Col 12, lines 60-61 and claim 8, lines 65-66];
 - c) entering the blanket vendor order in the electronic catalog, wherein the electronic catalog comprises a plurality of items, quantities, shipment charges, delivery times and availabilities [Col 10, line 35, Col 12, lines 54-59 (specifically lines 58-59) recited with lines 63-68 (specifically lines 67-68), col 8, line 48, claim 33, lines 5-9, col 16, lines 53-54 read with col 17, line 21, col 13, line 37, col 15, lines 62-63 and col 33, line 46];
 - e) creating purchase request [Col 13, lines 51-52];
 - f) requesting an item from the plurality of items electronic catalog using the purchase request [Col 12, lines 65-68 continue col 13, lines 1, 51-52 and col 12, lines 54-59 (specifically lines 58-59)];
 - g) communicating said order from the electronic catalog to a vendor [Abstract, lines 1-9, col 13, lines 1, 51-52 and col 12, line 54-59 and col 6, lines 10-11];
 - h) receiving acknowledgment of the communicated order [Col 1, lines 34-36 and col 12, line 61];
 - I) receiving the ordered item [Fig. 3 (124) and col 13, line 1] ; and
 - j) recording receipt of said item [Col 15, lines 48-49 and col 13, line 1] ;

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Shavit et al fail to teach the following step:

d) creating a pre-approved budget;

Official notice is taken that the feature is an old and well known practice in business/marketing art. It would have been obvious to one of ordinary skill in the art at the time of applicant's invention to incorporate the feature in Shavit et al's invention, because the feature is a basic and essential requirement of any business/organization/institution, so spending limits could be known and maintained by the personnel involved.

In the undernoted claim:

Claim 19. A method as recited in claim 9, further comprising:

Shavit et al show storage, financial service providers, logging the transactions and generating a journal [Col 5, line 30, col 6, line 13 and col 11, lines 22-26], yet do not explicitly teach the following features:

creating an accounts payable record initiated by said record of receipt; and

placing the item in an inventory.

Official notice is taken that the features are old and well known in the computerized business art.

It would have been obvious to one of ordinary skill in the art at the time of instant invention, to advantageously use the available resources to create an accounts payable record and place it the storage.

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Claim 20. A method as recited in claim 9, wherein receiving order further comprises:

creating a carrier data base containing information to determine shipping costs and delivery schedules [Shavit et al: Fig. 19];

tendering an offer of shipment to a selected carrier [Shavit et al: Fig. 19 (458, 460, 462, 470 and 472) and col 29, lines 66-68 continue col 30, lines 1-2]; and

receiving confirmation from the carrier [Shavit et al: Fig. 19 (470)].

3. Claims 10-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Roach et al (US Patent 5,434,394) in view of Shavit et al (US Patent 4,799,156).

Roach et al show:

Claim 10. A system for creating an electronic catalog [See discussion of element e below], comprising:

a) means for purchasing an item [Fig. 4b (402) described col 13, lines 12-18];

b) means for creating a graphical user interface [Figs. 4a-4e and 5] for a customer service input an order [Col 9, lines 18-30 (specifically lines 18-22 and 27-28)];

c) means for tendering a load to a carrier for shipment [Fig. 4c (404), col 2, lines 19-21 and Fig. 6 (614)];

d) means for creating an automated warehousing ticket [Col 4, lines 42-43]; and

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Roach et al do not teach the undernoted feature:

e) means for creating an electronic catalog based on a blanket vendor agreement wherein said electronic catalog comprises a plurality of items, quantities, shipment charges, delivery times and availability.

However, Shavit et al show the same [Col 1, lines 61-68 (specifically lines 62-63), Fig. 2 and Fig. 24 (644) described col 33, lines 63-64, Fig. 14 (340) described col 26, lines 5-9, 33-34 and Col 12, lines 54-59 (specifically lines 58-59) recited with lines 63-68 (specifically lines 67-68), col 8, line 48, claim 33, lines 5-9, col 16, lines 53-54 read with col 17, line 21, col 13, line 37, col 15, lines 62-63 and col 33, line 46].

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Shavit et al's feature in Roach et al's invention, because it would facilitate consolidated marketplace information about and to efficiently conduct business with a variety of vendors/suppliers/service providers at one database/catalogue.

In the following claim Roach et al fail to show all the features excepting e):

Claim 11. The system of claim 10, wherein the means for purchasing an item further comprises:

e) means for communicating a purchase request and a purchase release to a vendor [Fig. 1 (34), col 4, line 64 and col 10, lines 17-22 (specifically line 20)];

However, Shavit et al teach:

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a) means for creating a blanket vendor order [Shavit et al: Col 12, lines 60-61 and claim 8, lines 65-66];

b) means for providing user input to generate a requisition request to requisition the item [Shavit et al: Col 13, lines 51-52];

c) means for processing the requisition request by comparing said requisition request to the blanket vendor agreement to determine availability of the item [Shavit et al: Col 2, lines 60-65 (specifically line 61) and col 10, lines 33-39, col 12, lines 42-43, 65-68 continue col 13, lines 1, 51-52, Fig. 14 (340), col 26, lines 5-9, col 27, lines 45-47 and col 33, line 46]; and

f) means for acknowledging the purchase request [Shavit et al: Col 1, lines 34-36 and col 12, line 61];

It would have been obvious to one of ordinary skill in the marketing art at the time of instant invention to include Shavit et al's features into Roach et al's invention, because the same would facilitate purchaser to provide consolidated marketplace information about and to efficiently conduct business with a variety of vendors/suppliers/service providers.

Both Shavit et al and Roach et al fail to teach the following feature:

d) means for checking the availability of funds against a budget to approve a purchase transaction.

Official notice is taken that the aforementioned feature is old and well practice in the business and marketing art. It would have been obvious to one of ordinary skill in the art at the time of

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instant invention to incorporate the feature into Shavit et al's invention as combined with Roach et al's, because the feature is a basic and essential requirement of any business/organization/institution, so spending limits could be known and maintained by the personnel involved.

Roach et al do not disclose the features in the understated claim:

Claim 12. The system of claim 11, wherein the means for purchasing an item further comprises:

However, Shavit et al teach the same:

means for receiving the item [Shavit et al: Fig. 3 (124) and col 13, line 1];

means for creating a record of the receipt [Shavit et al: Col 15, lines 48-49 and col 13, line 1];

means for creating an accounts payable record initiated by said record of receipt [Shavit et al: Fig. 14 (310, 314) and Fig. 15 (344)]; and

means for placing the item in an inventory [Shavit et al: Col 17, lines 56-57].

It would have been obvious to one of ordinary skill in the art at the time of current invention to incorporate Shavit et al's features into Roach et al's invention, because it would provide a comprehensive system that would facilitate efficiency and would save time.

Claim 13. The system of claim 10, wherein the means for creating a graphical user interface for a customer service representative, further comprises:

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means for creating screens in a window context with multiple files, said screens having buttons to control access to files, wherein said buttons are used to access customer records [Roach et al: Figs. 4a-4e, 5, 8a and 8b].

Roach et al fail to show the features in the following claim, however, Shavit et al teach:

Claim 14. The system of claim 10, wherein the means for tendering a load to a carrier for shipment further comprises:

means for creating a carrier data base containing information to determine shipping costs and delivery schedules [Shavit et al: Fig. 2 (86), col 36, line 46 and lines 23-49];

means for tendering an offer of shipment to a selected carrier [Shavit et al: Fig. 33 and col 36, lines 31-49 (specifically lines 47-49)]; and

means for receiving confirmation from the carrier [Shavit et al: Col 6, lines 60-62].

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Shavit et al's features into Roach et al invention, because shipping is an integral part of an on-line business and inclusion of carrier information would provide an all-in-one system.

Claim 15. The system of claim 10, wherein the means for creating an automated warehousing ticket [Roach et al: Col 4, lines 42-43] further comprises:

a) means for generating pick-order data for an item [Roach et al: Col 2, lines 40-41];

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b) means for picking the item from an inventory [Roach et al: Col 10, lines 17-19, 32-34];

c) means for creating a record of the picked item [Roach et al: Col 10, lines 28-31];

d) means for transmitting said pick-order data to a central data base in real time [Roach et al: Fig. 1 (16, 40 to 52) and col 2, line 61];

e) means for delivering the picked item to a shipping point [Roach et al: Col 2, lines 15-17 and Fig. 6 (614)];

f) means for transmitting data representing delivery of the item for shipment to said data base [Roach et al: Col 2, lines 9-17 and Fig. 1 (52)]; and

g) means for consolidating said pick-order and shipment data into a record in said database [Roach et al: Col 2, lines 56-59 and Fig. 1 (52)].

Roach et al do not teach the features in the undernoted claim, however, Shavit et al teach all the features except “ means for creating a pre-approved budget ” ;

Claim 16. The system of claim 10, wherein the means for creating an electronic catalog further comprises:

a) means for requesting a vendor quotation [Col 7, lines 56-57 read with col 1, lines 10-12];

b) means for creating a blanket vendor agreement having a plurality of items, quantities, shipment charges, delivery items and availabilities [Col 12, lines 60-61, Fig. 14 (340), col 26, lines 5-9, claim 8, lines 65-66, and Col 12, lines 54-59 (specifically lines 58-59) recited with

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lines 63-68 (specifically lines 67-68), col 8, line 48, claim 33, lines 5-9, col 16, lines 53-54 read with col 17, line 21, col 13, line 37, col 15, lines 62-63 and col 33, line 46];

c) means for entering said blanket vendor agreement into the electronic catalog [Col 12, lines 58, 60-61 and 59];

e) means for creating a purchase request [Col 13, lines 51-52];

f) means for requesting an item from the electronic catalog [Col 12, lines 65-68 continue col 13, lines 1, 51-52 and col 12, line 59];

g) means for communicating said blanket order to a vendor [Abstract, lines 6-9, col 13, lines 1, 51-52 and col 12, line 54];

h) means for receiving acknowledgment of a blanket order request [Col 1, lines 34-36 and col 12, line 61];

I) means for receiving said ordered item [Fig. 3 (124) and col 13, line 1]; and

j) means for recording receipt of said item [Col 15, lines 48-49 and col 13, line 1].

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Shavit et al's features in Roach et al's invention, because the same would facilitate consolidated marketplace information about and to efficiently conduct business with a variety of vendors/suppliers/service providers at one database/catalogue.

Both Shavit et al and Roach et al fail to teach the following feature:

d) means for creating a pre-approved budget.

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Official notice is taken that the aforementioned feature is old and well practice in the business and marketing art. It would have been obvious to one of ordinary skill in the art at the time of instant invention to incorporate the feature into Shavit et al's invention as combined with Roach et al's, because the feature is a basic and essential requirement of any business/organization/institution, so spending limits could be known and maintained by the personnel involved.

4. Claims 17 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Schlafly (US Patent 4,734,858) in view of Shavit et al (US Patent 4,799,156) and further in view of Roach et al (US Patent 5,434,394).

Schlafly shows:

Claim 17. A method for processing customer orders in a computer-based data processing system having a plurality of data processing devices electrically connected to communicate with each other [Title and Fig. 1], comprising:

d) receiving a customer order from a customer order input terminal [Fig. 1 (12.1-12.N to 14 or 16), col 5, lines 19-24, claim 11, lines 13-15 and 20-24];

e) processing the customer order using an interface module accessed through the customer order input terminal, said interface module coordinating access to electronic catalog controlling interaction between a user and said electronic catalog [Figs. 3-6 described col 7, lines 13-68 continue col 8, lines 1-32];

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f) generating the customer order in response to data inputs from the user through said customer order input terminal and data from said electronic catalog [Col 6, lines 32-35, Fig. 3 (84-98) described col 7, lines 18-42 and 48-68 and Figs. 4 and 5];

g) automatically checking an inventory for availability of an item corresponding to the customer order in response to the customer order by accessing an inventory data base [Col 1, lines 55-57, col 10, lines 11 and 22, Figs. 4 and 5, col 8, lines 9-11 and 15-16] and Figs. 4 & 5];

h) retrieving the item from the inventory by accessing an inventory storage location data base [Claim 12, line 43 and Figs. 4 & 5];

Schlaflly does not show the following elements; however, Shavit et al teach the same:

a) requesting a blanket vendor order [Col 7, lines 56-57 read with col 1, lines 10-12];

b) creating a blanket vendor agreement [Col 12, lines 60-61 and claim 8, lines 65-66];

c) entering said blanket vendor agreement into an electronic catalog [Col 12, lines 60-61 recited with lines 58-59];

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Shavit et al's features in Schlaflly's invention, because the same would facilitate consolidated marketplace information about and to efficiently conduct business with a variety of vendors/suppliers/service providers at one database/catalogue.

Schlaflly and Shavit et al do not explicitly show the following elements; however, Roach et al teach the same:

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i) building a load for shipment from the retrieved item [Roach: Col 17, lines 35-36]; and

j) scheduling delivery of the load to the customer [Roach et al: Col 17, lines 40-46].

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Roach et al's features in Schlafly's combined with Shavit's invention, because the same would facilitate consolidated marketplace information about and to efficiently conduct business services at one database/catalogue.

Claim 18. A method for processing a customer order using a networked computer-based data processing system [Title and Fig. 1], comprising:

d) receiving a customer order from a customer order input terminal [Fig. 1 (12.1-12.N to 14 or 16), col 5, lines 19-24, claim 11, lines 13-15 and 20-24];

e) processing the received customer order to generate a customer order in response to data inputs from a user [Figs. 3-6 described col 7, lines 13-68 continue col 8, lines 1-32];

f) automatically checking an inventory for availability of an item corresponding to the customer order by accessing the electronic catalog [Col 1, lines 55-57, col 10, lines 11 and 22, Figs. 4 and 5, col 8, lines 9-11 and 15-16] and Figs. 4 & 5];

g) retrieving the item by accessing an inventory storage location data base [Claim 12, line 43 and Figs. 4 and 5];

Schlafly does not show the following elements; however, Shavit et al teach the same:

a) requesting a blanket vendor order [Col 7, lines 56-57 read with col 1, lines 10-12];

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b) creating a blanket vendor agreement [Col 12, lines 60-61 and claim 8, lines 65-66];

c) entering said blanket vendor agreement into an electronic catalog [Col 12, lines 60-61 recited with lines 58-59];

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Shavit et al's features in Schlafly's invention, because the same would facilitate consolidated marketplace information about and to efficiently conduct business with a variety of vendors/suppliers/service providers at one database/catalogue.

Schlafly and Shavit et al do not explicitly show the following elements; however, Roach et al teach the same:

l) building a load for shipment from the retrieved item [Roach: Col 17, lines 35-36]; and

m) scheduling delivery of the load to the customer [Roach et al: Col 17, lines 40-46].

It would have been obvious to one of ordinary skill in the marketing art at the time of applicant's invention to include Roach et al's features in Schlafly's combined with Shavit's invention, because the same would facilitate consolidated marketplace information about and to efficiently conduct business services at one database/catalogue.

(11) Response to Argument

In general, appellant's arguments fail to consider the full teachings of the references in light of the knowledge generally available to those in the appropriate art and the level of ordinary skill in this art. Moreover, appellant's arguments take an overly narrow view of the claim language.

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In order to determine similarity or closeness of the systems under consideration, the composition of contents and function of the systems ought to be appreciated.

Then comes naming/termining/calling/titling of the systems. The systems may be, and usually are, named/termed/called/titled differently by proponents/applicants, yet the component composition would be same or similar and they would be performing same or similar function(s).

Appellant's electronic catalog contents, Fig. 39 (ELECTRONIC CATALOG), described specification page 50, lines 8-17 is the collection/storage of information about goods/products or services by various providers/vendors and the collected/stored information is used by the users to perform business transactions with the vendors/providers.

Shavit et al's Interactive Market Management (IMM) system 50, Fig. 2, described col 5, line 66 through col 18, line 22 (specifically col 5, line 66 through col 6, line 51, col 10, lines 33-36, col 12, line 42 to col 13, line 9), does the same or similar.

Thus, in content composition and function Shavit et al's IMM system is same or similar as appellant's Electronic Catalog.

An important point of consideration is: The limitations presented in arguments or specification are not read into claim(s) to avoid improperly narrowing the scope of the claim(s) by implicitly adding argued/disclosed (in specification) limitations which would have no express basis in the claim(s).

In particular:

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Appellant argues about claim limitations (page 6, line 17 through page 10, line 18) and bases allowability of claims 19 and 20 on their dependency from claim 9 [page 10, lines 19-20]; about claims 10-16 [page 11, line 2 to page 12, line 9] and about claims 17 and 18 [page 12, line 17 through page line 15].

In this regard it is submitted that Shavit et al meet/teach the claim 9 claimed limitations; combination of Roach et al and Shavit et al teach the limitations of claim 10 and dependent claims 11-16; and combination of Schlafly and Shavit et al and Roach et al teach the limitations claimed in claims 17 and 18.

A) Regarding the appellant's arguments on pages 6-10, 11 and 12, appellant focuses the arguments on the claimed term/phrase "blanket vendor order/agreement [page 6, last line and page 7, line 3, page 11, lines 12-13, page 13, line 1-2 and 13]" and points to pages 49-52 of the specification and Figures 37-40 [page 7, lines 1-2] for support. Appellant defines a blanket vendor order as "an order which covers (blanket) the sale of merchandise fro a number of items for possible delivery over an extended period of time." in the arguments of August 23, 2001, page 7, lines 16-18. However there is nothing on pages 49-52 of the specification, or Figures 37-40, which limits the definition to such as defined by appellant in the most recent correspondence. Further, there is nothing in those pages or figures which prohibits the interpretation as in the references to Shavit et al. or Roach et al or Schlafly in combination thereof.

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B) Page 7, lines 5-7 and 8-16: “ the examiner asserts that a blanket vendor order is disclosed in col 12, lines 60-61 and claim 8, lines 65-66 ”.

In this respect it is submitted that contrary to appellant’s interpretation of col 12, lines 60-61 and claim 8, lines 65-66, examiner holds that said citations together teach the limitation: “ creating a blanket vendor order ”. Because, col 12, lines 60-61 recite the function of entering (creating) an umbrella (blanket) agreement or order, said lines 60-61 read “ enter umbrella agreement, enter /amend/confirm an order ”; claim 8, lines 65-66 (sellers include distributors, wholesalers and suppliers,....) refer/elaborate to vendors. It will be appreciated that Shavit et al term umbrella agreement what is named blanket order by the appellant. Further support is provided by Shavit et al’s col 7, lines 53-55, which read “ Events that may be flagged include a shortage of inventory to satisfy ‘ an umbrella agreement order ’..... ”. Again, Shavit calls seller(s) what appellant terms vendor(s).

In other words, Shavit et al’s system teaches entering/creating umbrella/blanket agreement or order [as mentioned in appellant’s line 3, page 7 (blanket vendor agreements or orders)] relating to, made with/by sellers/vendors.

C) In contrast to appellant’s interpretation of “ col 10, line 35, col 12, lines 54-59 (specifically lines 58-59), col 12, lines 63-68 (specifically lines 67-68), col 8, line 48, claim 33, lines 5-9, col. 16, lines 53-54 read with col 17, line 21, col 13, line 37, col 15, lines 62-63 and col 33, line 46 [page 8, lines 3-6] on page 10, line 1 through col 10, line 9; said citations when recited together meet/teach the claimed limitation: “ entering the blanket vendor order in the

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electronic catalog, wherein the electronic catalog comprises a plurality of items, quantities, shipment charges, delivery times and availabilities ” [appellant’s claim 9, element c] as under.

Col 10, line 35 recites the function of entering an order: “(E.g., enter an order,)”; col 12, lines 54-59 show a menu which a distributor presents to a customer, the menu includes a catalog/price list, which a customer would use to input/enter order in conjunction with line 35 of col 10. Col 12, lines 63-68 show teach “ item(s) ” which are included/stored in the catalog, col 8, line 48 further support use of Shavit et al system [Fig. 1 (50)] teaching “ ordering products (items) ”, claim 33, lines 5-9 (Shavit et al’s) clearly recite seller (vendor) catalog information, price lists, inventory information,....., contractual terms of delivery, shipment, quantities etc. (which are constituents of claim 9c limitations), col 16, lines 53-54 disclose/teach freight services to various system users: “ system 50 can provide freight services to suppliers, distributors, buyers, agents and any other shippers (vendors or buyers), col 17, line 21 reads “ the freight costs ”, col 13, line 37 shows “ delivery time ”, col 15, lines 62-63 teach “ availability ” of products as requested and finally col 33, line 46 further supports the feature of availability of products. Umbrella/blanket agreement or order have discussed at B) above. Thus, together with B) above, the cited references when read in combination teach appellant’s claim 9, element c limitations.

D) In regard to appellant’s Page 11, lines 11-13 and page 12, lines 2-4, it is submitted that the argument regarding “creation of an electronic catalog based on a blanket vendor agreement

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(page 11, lines 12-13) ” is not valid, since the claims 10-16 do not claim such a limitation; and argument in respect of page 12, lines 2-4 “ creating an electronic catalog based on a blanket vendor order agreement, wherein said electronic catalog comprises a plurality of items, quantities, shipment charges, delivery times and availabilities ”, being a variation of matters presented in B) and C) above, have been discussed in said B) and C).

In the light of said discussion of B) and C) above, examiner holds that combination of Roach et al and Shavit et al teach the limitations in question.

E) Relative to appellant’s arguments page 12, line 17 through page 13, line 15 of the Appeal Brief, it is submitted that on page 12, line 22 continue page 13, lines 1-2, appellant argues: “ However, neither Schlafly, nor Roach et al nor Shavit et al in combination disclose or suggest the creation of an electronic catalog based on a blanket vendor agreement ”, it is submitted that Schlafly discloses a terminal of appellant’s claim 17, element d: receiving a customer order from a customer order “input terminal”. And as discussed at B) and C) above, Shavit et al teach limitations of appellant’s claim 17, elements b and c: 17b) creating a blanket vendor order and 17c) entering said blanket vendor order into an electronic catalog.

Similarly, appellant’s limitations of claim 18, elements d) through g) are taught by Schlafly; elements b) and c) are taught by Schlafly in combination of Shavit et al as discussed in B) and C) above; and elements I) and j) are taught by the combination of Schlafly and Roach et al as per rejections presented above.

Schlafly, Schlafly in combination with Shavit et al and Schlafly together with Roach et al teach the limitations of claims 17 and 18.

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F) Regarding appellant's "a reference be supplied for all claim elements [Brief, page 13, line 21] ", it will be appreciated that references for all claim elements have been/were

cited/provided/supplied at appropriate places and adequate MOTIVATION(s) for combining the references have been/were presented. References: Shavit et al, Roach et al and Schlafly have been/were enclosed/supplied.

Appellant, however, has not provided an instance in the Appeal Brief, filed August 23, 2001 for which reference(s) were/have not been supplied. Even if there were any such thing, precedence/example from the real world were cited. Beside that, in support of such stand point, requisite Court Decisions were presented/supplied.

Appellant's alleged argument is not valid.


(12) Conclusion

Appellant's arguments are deemed unpersuasive in that they fail to consider the breadth of the claim language; appellant's reading of the claims is narrower than the actual claim language. Furthermore, since limitations of the specification are not read into a claim to avoid improperly narrowing the scope of the claim by implicitly adding/subtracting disclosed limitations which would have no *express basis* in the claim, the claims are met by the prior art of record.

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For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,


M. Irshadullah
November 02, 2001



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